

**76-R-20**

**A RESOLUTION**

**Authorizing the City Manager to Execute the Side Letters of Agreement to the 2019-2022 Collective Bargaining Agreement Between the City of Evanston and Evanston Firefighters Association IAFF Local 742**

**NOW BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS, THAT:**

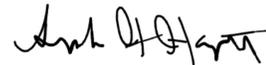
**SECTION 1:** The Collective Bargaining Agreement between the City of Evanston (“City”) and Evanston Firefighters Association IAFF Local 742 (“IAFF”) was executed by the Parties on or about April 8, 2019, and has effective dates from January 1, 2019 to December 31, 2022.

**SECTION 2:** Due to the COVID-19 pandemic and the ensuing budgetary concerns for the City of Evanston, the City and IAFF have agreed to amend the Collective Bargaining Agreement by adding Exhibit N—“Side Letter of Agreement 2019 - 2022 Contract Changes,” Appendix O—“Side Letter of Agreement Maintenance of Service Levels,” and Appendix P—“Side Letter of Agreement Layoffs.” True and correct copies of Exhibit N, Appendix O and Appendix P are attached hereto and incorporated herewith.

**SECTION 3:** The City Manager is hereby authorized and directed to execute Exhibit N—"Side Letter of Agreement 2019 - 2022 Contract Changes," Appendix O—"Side Letter of Agreement Maintenance of Service Levels," and Appendix P—"Side Letter of Agreement Layoffs" on behalf of the City of Evanston.

**SECTION 4:** Exhibit N, Appendix O, and Appendix P hereby amend the 2019-2022 Collective Bargaining Agreement and are incorporated therein.

**SECTION 5:** This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law



\_\_\_\_\_  
Stephen H. Hagerty, Mayor

Attest:

*Eduardo Gomez*

\_\_\_\_\_  
~~Devon Reid, City Clerk~~

Eduardo Gomez, Deputy City Clerk

Adopted: September 29, 2020

Approved as to form:



\_\_\_\_\_  
Kelley A. Gandurski, Corporation Counsel

**EXHIBIT N  
SIDE LETTER OF AGREEMENT  
2019 - 2022 CONTRACT CHANGES**

As an effort to ease the budget deficit faced by the City of Evanston due to the COVID-19 pandemic, the City of Evanston ("City") and IAFF Local 742 ("Union") have agreed to the following language changes to the 2019 - 2022 contract:

**Section 9.1. Salary Schedules.**

Salary schedules effective January 1, 2019 through December 31, 2022 for the classifications covered by this Agreement are as follows: an increase of 0% effective January 1, 2019; an increase of 1% effective December 31, 2019; an increase of 1.5% effective January 1, 2020; ~~an increase of 2.25% effective January 1, 2021; and an increase of 2.25% effective January 1, 2022~~ and an increase of 5% effective December 31, 2022; and are set forth in Appendix B attached hereto and made a part hereof.

[The salary schedules listed on pages 91-96 of the 2018-2022 contract are hereby removed in their entirety and replaced by the salary schedules below.]

**Section 11.6. Post-Employment Health Plan.**

~~Effective January 1, 2022, and continuing, the City shall add twenty-four (24) hours to every employee's (TBD) bank on or before the first paycheck in January of each year. These 24 hours will be redirected to each employee's PEHP account no later than the first paycheck in February of each year.~~

**Section 13.19. Maintenance of Service Levels.**

- c) The City Council has determined that this purpose is presently accomplished by maintaining daily staffing levels in accordance with the budget appropriated and adopted for fiscal years 2012-2013, which may be subject to change by City Council after compliance with the dispute resolution procedures of this agreement.
- d) Daily staffing levels of twenty-six (26) bargaining unit personnel ensure the safety of employees and protection of the life and property of citizens because staffing levels are sufficient to ensure that companies responding to emergency calls have the staffing necessary to be effective and respond within the department's average response time.
- e) The parties acknowledge that the present daily staffing levels are not necessarily absolute and may be subject to reconsideration due to circumstances currently unforeseen. In the event the City believes changes in present staffing levels are necessitated by changed circumstances, the City shall notify the Union of the reasons for any changes and upon written request from the Union, within ten calendar days, a Labor-Management meeting shall convene to discuss and negotiate in good faith as to the City's proposed changes. If the parties are unable to come to an agreement within 20 days, either party may invoke interest arbitration in accordance with § 14 of the Act, except the mediation shall be waived. The single arbitrator shall be selected under the procedures of the collective bargaining agreement except the parties shall select the arbitrator from the first panel received within seven days of receipt of the panel, and final offers shall be submitted by the parties to the arbitrator within seven days of the arbitrator's appointment. The hearing shall thereafter be conducted and concluded within ten (10) days of the arbitrator's appointment and a decision rendered (without the filing of post-hearing briefs, pre-hearing briefs will be permitted) within seven (7) days

thereafter. In the event the arbitrator selected is unwilling to meet these time frames, the last arbitrator struck will be selected until an agreeable arbitrator is found.

- f) The Union agrees that during these discussion and negotiations prior to impasse, it will direct all correspondence and inquiries to the City's appointed negotiating team. The City agrees to share any concerns of the Union with the City Council in the event the proposed changes require City Council's approval.
- g) ~~This side letter of agreement regarding (d) above shall expire (sunset) at 11:59 p.m. on the 31<sup>st</sup> day of December, 2022, and the parties shall revert immediately to the provisions of the parties' collective bargaining agreement. The parties agree that the provisions within this side letter of agreement and the effects of its application shall be considered non-precedential, shall not be considered to be the "status quo" in any future negotiation, and shall not be used by either party for any purpose whatsoever in any future interest arbitration involving the parties. Nothing herein shall constitute a waiver of either party's position as to whether or not minimum manning is a mandatory subject to bargaining.~~

Approved:

CITY OF EVANSTON

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Approved:

IAFF-Local 742

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**Firefighter/Paramedic  
Annual Salaries  
Effective December 31, 2022  
5% Increase**

<b>Pay Grade</b>	<b>Grade Step</b>	<b>Step Rate</b>	<b>Annual Salary</b>	<b>2% ed pay</b>	<b>4% ed pay</b>	<b>1% long.</b>	<b>3% long.</b>	<b>4% long.</b>	<b>6% long.</b>
F26	NH	24.126	\$62,477.63	\$1,249.55	\$2,499.11	\$63,102.41	\$64,351.96	\$64,976.74	\$66,226.29
F26	NHP	26.135	\$67,678.82	\$1,353.58	\$2,707.15	\$68,355.61	\$69,709.19	\$70,385.98	\$71,739.55
F26	A	27.343	\$70,807.97	\$1,416.16	\$2,832.32	\$71,516.05	\$72,932.21	\$73,640.29	\$75,056.45
F26	AP	29.620	\$76,702.67	\$1,534.05	\$3,068.11	\$77,469.70	\$79,003.75	\$79,770.78	\$81,304.83
F26	B	28.833	\$74,665.26	\$1,493.31	\$2,986.61	\$75,411.92	\$76,905.22	\$77,651.87	\$79,145.18
F26	BP	31.109	\$80,559.96	\$1,611.20	\$3,222.40	\$81,365.56	\$82,976.76	\$83,782.36	\$85,393.56
F26	C	31.685	\$82,051.53	\$1,641.03	\$3,282.06	\$82,872.04	\$84,513.07	\$85,333.59	\$86,974.62
F26	CP	33.961	\$87,946.22	\$1,758.92	\$3,517.85	\$88,825.69	\$90,584.61	\$91,464.07	\$93,223.00
F26	D	33.849	\$87,655.74	\$1,753.11	\$3,506.23	\$88,532.30	\$90,285.42	\$91,161.97	\$92,915.09
F26	DP	36.125	\$93,550.45	\$1,871.01	\$3,742.02	\$94,485.96	\$96,356.97	\$97,292.47	\$99,163.48
F26	E	34.706	\$89,875.55	\$1,797.51	\$3,595.02	\$90,774.31	\$92,571.82	\$93,470.57	\$95,268.09
F26	EP	36.983	\$95,770.25	\$1,915.40	\$3,830.81	\$96,727.95	\$98,643.35	\$99,601.06	\$101,516.46
F26	F	36.940	\$95,660.81	\$1,913.22	\$3,826.43	\$96,617.42	\$98,530.64	\$99,487.25	\$101,400.46
F26	FP	39.217	\$101,555.51	\$2,031.11	\$4,062.22	\$102,571.06	\$104,602.17	\$105,617.73	\$107,648.84
F26	G	37.952	\$98,280.52	\$1,965.61	\$3,931.22	\$99,263.33	\$101,228.94	\$102,211.74	\$104,177.35
F26	GP	40.228	\$104,175.23	\$2,083.50	\$4,167.01	\$105,216.98	\$107,300.48	\$108,342.24	\$110,425.74

**Captain  
Annual Salaries  
Effective December 31, 2022  
5% Increase**

<b>Pay Grade</b>	<b>Grade Step</b>	<b>Step Rate</b>	<b>Annual Salary</b>	<b>2% ed pay</b>	<b>4% ed pay</b>	<b>1% long.</b>	<b>3% long.</b>	<b>4% long.</b>	<b>6% long.</b>
F31	A	34.146	\$88,424.50	\$1,768.49	\$3,536.98	\$89,308.75	\$91,077.24	\$91,961.48	\$93,729.97
F31	AP	36.444	\$94,375.94	\$1,887.52	\$3,775.04	\$95,319.70	\$97,207.22	\$98,150.98	\$100,038.50
F31	B	35.097	\$90,886.14	\$1,817.72	\$3,635.45	\$91,795.01	\$93,612.73	\$94,521.59	\$96,339.31
F31	BP	37.395	\$96,837.58	\$1,936.75	\$3,873.50	\$97,805.96	\$99,742.71	\$100,711.09	\$102,647.84
F31	C	38.657	\$100,107.17	\$2,002.14	\$4,004.29	\$101,108.24	\$103,110.39	\$104,111.46	\$106,113.60
F31	CP	40.956	\$106,058.61	\$2,121.17	\$4,242.34	\$107,119.20	\$109,240.37	\$110,300.96	\$112,422.13
F31	D	39.906	\$103,340.27	\$2,066.81	\$4,133.61	\$104,373.67	\$106,440.48	\$107,473.88	\$109,540.69
F31	DP	42.204	\$109,291.71	\$2,185.83	\$4,371.67	\$110,384.63	\$112,570.46	\$113,663.38	\$115,849.21
F31	E	41.140	\$106,535.53	\$2,130.71	\$4,261.42	\$107,600.89	\$109,731.60	\$110,796.96	\$112,927.67
F31	EP	43.438	\$112,486.97	\$2,249.74	\$4,499.48	\$113,611.84	\$115,861.58	\$116,986.45	\$119,236.19
F31	F	43.367	\$112,303.23	\$2,246.06	\$4,492.13	\$113,426.26	\$115,672.33	\$116,795.36	\$119,041.42
F31	FP	45.665	\$118,254.67	\$2,365.09	\$4,730.19	\$119,437.21	\$121,802.31	\$122,984.85	\$125,349.95
F31	G	44.559	\$115,389.06	\$2,307.78	\$4,615.56	\$116,542.95	\$118,850.73	\$120,004.62	\$122,312.40
F31	GP	46.857	\$121,340.50	\$2,426.81	\$4,853.62	\$122,553.90	\$124,980.71	\$126,194.12	\$128,620.93

**Shift Chief  
Annual Salaries  
Effective December 31, 2022  
5% Increase**

<b>Pay Grade</b>	<b>Grade Step</b>	<b>Step Rate</b>	<b>Annual Salary</b>	<b>2% ed pay</b>	<b>4% ed pay</b>	<b>1% long.</b>	<b>3% long.</b>	<b>4% long.</b>	<b>6% long.</b>
F39	A	39.253	\$101,650.09	\$2,033.00	\$4,066.00	\$102,666.59	\$104,699.59	\$105,716.09	\$107,749.09
F39	AP	41.551	\$107,601.53	\$2,152.03	\$4,304.06	\$108,677.54	\$110,829.57	\$111,905.59	\$114,057.62
F39	B	40.317	\$104,404.91	\$2,088.10	\$4,176.20	\$105,448.96	\$107,537.05	\$108,581.10	\$110,669.20
F39	BP	42.615	\$110,356.35	\$2,207.13	\$4,414.25	\$111,459.91	\$113,667.04	\$114,770.60	\$116,977.73
F39	C	44.488	\$115,205.31	\$2,304.11	\$4,608.21	\$116,357.37	\$118,661.47	\$119,813.53	\$122,117.63
F39	CP	46.786	\$121,156.75	\$2,423.14	\$4,846.27	\$122,368.32	\$124,791.46	\$126,003.02	\$128,426.16
F39	D	45.878	\$118,805.90	\$2,376.12	\$4,752.24	\$119,993.96	\$122,370.08	\$123,558.14	\$125,934.26
F39	DP	48.176	\$124,757.34	\$2,495.15	\$4,990.29	\$126,004.92	\$128,500.06	\$129,747.64	\$132,242.78
F39	E	47.339	\$122,590.24	\$2,451.80	\$4,903.61	\$123,816.14	\$126,267.94	\$127,493.85	\$129,945.65
F39	EP	49.638	\$128,541.68	\$2,570.83	\$5,141.67	\$129,827.09	\$132,397.93	\$133,683.34	\$136,254.18
F39	F	49.879	\$129,165.88	\$2,583.32	\$5,166.64	\$130,457.54	\$133,040.86	\$134,332.51	\$136,915.83
F39	FP	52.177	\$135,117.32	\$2,702.35	\$5,404.69	\$136,468.49	\$139,170.84	\$140,522.01	\$143,224.36
F39	G	51.666	\$133,794.63	\$2,675.89	\$5,351.79	\$135,132.57	\$137,808.46	\$139,146.41	\$141,822.30
F39	GP	53.964	\$139,746.07	\$2,794.92	\$5,589.84	\$141,143.53	\$143,938.45	\$145,335.91	\$148,130.83

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**APPENDIX O  
SIDE LETTER OF AGREEMENT  
MAINTENANCE OF SERVICE LEVELS**

The City shall maintain the daily staffing levels of 26 bargaining unit personnel designated in Section 13.19(d). The 26 bargaining unit personnel shall be utilized for five (5) engine companies of three (3) personnel each, two (2) truck companies of three (3) personnel each, two (2) ambulance companies of two personnel each, and one (1) Shift Chief in a command vehicle.

This side letter of agreement detailing the utilization of the 26 bargaining unit personnel shall expire (sunset) at 11:59 p.m. on the 31<sup>st</sup> day of December, 2022, and the parties shall revert immediately to the provisions of the parties' collective bargaining agreement, including Section 13.19(d). The parties agree that the provisions within this side letter of agreement detailing the utilization of the 26 bargaining unit personnel and the effects of its application shall be considered non-precedential, shall not be considered to be the "status quo" in any future negotiation, and shall not be used by either party for any purpose whatsoever in any future interest arbitration involving the parties. Consistent with 5 ILCS 315/14(i), nothing herein shall constitute a waiver of either party's position as to whether or not equipment type or level is a permissive subject of bargaining.

Approved:

CITY OF EVANSTON

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Approved:

IAFF-Local 742

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**APPENDIX P  
SIDE LETTER OF AGREEMENT  
LAYOFFS**

On August 28, 2020, the City gave notices of layoff to FF/PMs Thomas Moon, Sean Seno, and Maxwell Quinnett to be effective September 18, 2020. These layoffs have been rescinded.

The City agrees not to layoff any IAFF members for the duration of the 2018-2022 contract.

Approved:

CITY OF EVANSTON

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Approved:

IAFF-Local 742

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